

Before the School Ethics Commission
Docket No.: C05-25
Decision on Probable Cause

**Kristin Ordille,
Complainant**

v.

**Bryan Reading,
North Hanover Township Board of Education, Burlington County,
Respondent**

I. Procedural History

The above-captioned matter arises from a Complaint that was filed with the School Ethics Commission (Commission) on February 4, 2025,¹ by Kristin Ordille (Complainant), alleging that Bryan Reading (Respondent), a member of the North Hanover Township Board of Education (Board), violated the School Ethics Act (Act), *N.J.S.A. 18A:12-21 et seq.* More specifically, the Complaint avers that Respondent violated *N.J.S.A. 18A:12-24(b)*, as well as *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(e)*, *N.J.S.A. 18A:12-24.1(f)*, *N.J.S.A. 18A:12-24.1(g)* and *N.J.S.A. 18A:12-24.1(i)* of the Code of Ethics for School Board Members (Code). Respondent filed a Written Statement on April 4, 2025.

The parties were notified by correspondence dated September 16, 2025, that the above-captioned matter would be discussed by the Commission at its meeting on September 23, 2025, in order to make a determination regarding probable cause. Following its discussion on September 23, 2025, the Commission adopted a decision at its meeting on October 28, 2025, finding that any allegations in Count 1 and Count 2 were untimely filed, and as to the remaining allegations, there are insufficient facts and circumstances pled in the Complaint and in the Written Statement to lead a reasonable person to believe that the Act was violated as alleged in the Complaint.

¹ On January 17, 2025, Complainant filed a deficient Complaint; however, on February 4, 2025, Complainant cured all defects and filed an Amended Complaint that was deemed compliant with the requirements detailed in *N.J.A.C. 6A:28-6.3*.

II. Summary of the Pleadings

A. *The Complaint*

As background, Complainant alleges that Respondent and Respondent's spouse have been "bullies" and have been instigating trouble for years in the district.

In Count 1, Complainant asserts Respondent has been committing on-going violations of the Act since March 15, 2023. Complainant contends Respondent violated *N.J.S.A. 18A:12-24.1(e)* because while his spouse was suing the North Hanover Township School District (District) for wrongful termination, Respondent ran for the Board unopposed, and his "involvement in the never-ending litigation against the [District] and the North Hanover community, compromise[d] the integrity of the entire Board"; violated *N.J.S.A. 18A:12-24.1(f)* because Respondent "has surrendered his independent judgment to the special interest of his spouse and their revenge agenda against [the Superintendent] and the [District] as well as to conservative Christian/far-right extremist political groups" and violated *N.J.S.A. 18A:12-24.1(i)* because Respondent's and his spouse's "repeated bullying and lawsuits against the [District] deliberately result[ed] in the undermining, opposing, and harming of school personnel and their morale when [the staff] have done nothing wrong."

In Count 2, Complainant maintains that at the Board meeting on March 19, 2024, Respondent "motioned to add an item to the agenda that was not on the publicly posted agenda in advance of the meeting" as Respondent wanted to rescind the policy on Transgender Students (Policy 5756). Complainant contends Respondent violated *N.J.S.A. 18A:12-24.1(a)* because he did not uphold the rules and regulation of the New Jersey State Board of Education and Open Public Meetings Act (OPMA) because "adding an agenda item to rescind a policy after the meeting has begun is shady and underhanded"; violated *N.J.S.A. 18A:12-24.1(b)* because he does not have the educational welfare of all children in mind by rescinding Policy 5756; violated *N.J.S.A. 18A:12-24.1(c)* because he "abused his power by rescinding Policy 5756 without consulting those who will be affected by his action"; and violated *N.J.S.A. 18A:12-24.1(f)* because he "surrendered his independent judgment to the conservative Christian/far-right extremist political groups who specifically targeted this policy without even knowing or caring if teachers needed the guidance."

In Count 3, Complainant states that the Board did not approve the Superintendent's request to attend the Military Impact Schools Association (MISA) conference. As a result, many community members attended the Board meeting on January 7, 2025, to get some answers from the Board related to the denial of the Superintendent's trip request. However, according to Complainant, the Board refused to respond to the community inquiries and Respondent offered that the Board did not want to "incur the cost of the trip." Complainant asserts Respondent violated *N.J.S.A. 18A:12-24.1(a)* because the District's policy promises to allow and to pay for the Superintendent and the Business Administrator (BA) to attend the annual MISA conferences, and therefore, he did not uphold the rules and laws of his own Board; violated *N.J.S.A. 18A:12-24.1(b)* because by denying the Superintendent's request to attend the MISA conference, Respondent "took deliberate action to obstruct the programs and policies designated to meet the individual needs of all students in the [District], especially the military connected students";

violated *N.J.S.A.* 18A:12-24.1(f) because he “surrendered his independent judgment to his spouse’s revenge agenda to” take down the Superintendent at any cost; and violated *N.J.S.A.* 18A:12-24.1(i) because he “is not supporting the Superintendent or the [BA] . . . by not allowing them to attend a conference that supports our military students who comprise a majority of our district population.”

In Count 4, Complainant maintains that Respondent called a special meeting of the Board on January 14, 2025, to vote on the Superintendent’s contract; however, the “vote was canceled without explanation.” At the Board meeting on January 21, 2025, the Board voted not to renew the Superintendent’s contract. Complainant further maintains that Respondent and another Board member were conflicted members; however, the other Board member voted anyway. Complainant contends Respondent violated *N.J.S.A.* 18A:12-24.1(a) because there was no reason to fire the Superintendent, and Respondent “did not pursue the matter through legal and ethical procedures” nor did he “uphold the rules and regulations”; violated *N.J.S.A.* 18A:12-24.1(c) because he “did not consult with the teachers and community who will be affected by the Superintendent’s termination”; violated *N.J.S.A.* 18A:12-24.1(f) because he “surrendered his personal judgment to their revenge agenda against” the Superintendent and violated *N.J.S.A.* 18A:12-24.1(g) because he “has not provided accurate information on this extremely important matter pertaining to [the] district.”

B. *Written Statement*

Respondent initially notes that Complainant’s background history “largely focuses” on Respondent’s spouse.

As to Count 1, Respondent argues that the allegations are time barred and do not apply to Respondent or the District. More specifically, the lawsuit was filed by Respondent’s spouse, not Respondent, and therefore, should be dismissed.

Regarding Count 2, Respondent asserts once again this is time barred, and if not considered untimely, Respondent further argues that although a meeting agenda “must reasonably reflect the matters to be discussed,” the Board is not precluded from addressing/adding an item that arises.

As to Count 3, Respondent maintains Complainant did not provide “any factual evidence” to support the alleged violations. Respondent further maintains a majority of the Board did not approve the Superintendent’s request to attend the MISA conference, not just Respondent. As to Complainant’s claim that attendance at the conference was negotiated in the Superintendent’s contract, Respondent avers “this allegation is more appropriately a claim for the Superintendent herself to make pursuant to her contract, and it is not within the [Commission’s] purview.”

Finally, regarding Count 4, Respondent maintains a board is permitted to non-renew a superintendent’s contract. Additionally, Respondent provides he did not participate in the vote. Moreover, the public was given an opportunity to share their opinions; however, ultimately the

Board “retains its authority to vote on this matter as it sees fit and non-renewal of a Superintendent is not a violation of the Act.”

III. Analysis

This matter is before the Commission for a determination of probable cause pursuant to *N.J.A.C. 6A:28-9.7*. A finding of probable cause is not an adjudication on the merits but, rather, an initial review whereupon the Commission makes a preliminary determination as to whether the matter should proceed to an adjudication on the merits, or whether further review is not warranted. Pursuant to *N.J.A.C. 6A:28-9.7(a)*, probable cause “shall be found when the facts and circumstances presented in the complaint and written statement would lead a reasonable person to believe that the Act has been violated.”

Jurisdiction of the Commission

In reviewing the allegations in this matter, the Commission notes that its authority is limited to enforcing the Act, *N.J.S.A. 18A:12-21 et seq.*, a set of minimum ethical standards by which all school officials must abide. In this regard, the Commission has jurisdiction only over matters arising under the Act, and it may not receive, hear, or consider any matter that does not arise under the Act, *N.J.A.C. 6A:28-1.4(a)*.

With the jurisdiction of the Commission in mind, to the extent that Complainant seeks a determination from the Commission that Respondent may have violated the OPMA/Sunshine Law and/or any Board policies, the Commission advises that such determinations fall beyond the scope, authority, and jurisdiction of the Commission. Although Complainant may be able to pursue a cause of action(s) in the appropriate tribunal, the Commission is not the appropriate entity to adjudicate those claims. Accordingly, those claims are dismissed.

Alleged Untimeliness

In his Written Statement, Respondent argues that the allegations in Counts 1 and 2 are untimely as they occurred more than 180 days before the filing of the ethics complaint. Complainant notes that the allegations in Count 1 are on-going and have been occurring since March 15, 2024. Complainant also argues that, while the allegations in Count 2 happened in March of 2024, she only learned about it in December 2024.

The Commission’s regulations provide a one hundred eighty (180) day limitation period for filing a complaint. More specifically, *N.J.A.C. 6A:28-6.5(a)* provides, in relevant part:

- (a) Complaints shall be filed within 180 days of notice *of the events which form the basis of the alleged violation(s)*. A complainant shall be deemed to be notified of events that form the basis of the alleged violation(s) *when the complainant knew of the events, or when such events were made public so that one using reasonable diligence would know or should have known* (emphasis added).

With the above in mind, and pursuant to *N.J.A.C. 6A:28-6.5(a)*, the Commission must determine when Complainant knew of the events which form the basis of the Complaint, or when such events were made public so that one using reasonable diligence would know, or should have known, of such events.

After review, the Commission finds that there is not a credible basis upon which to find that Complainant was unaware of Respondent's actions/conduct until the filing of this complaint. With Count 1, Complainant should have been aware that Respondent was re-elected while his spouse was suing the district at the time of the election. As for Count 2, Complainant should have known of the allegations when they occurred as they occurred at a public meeting. While Complainant states that she only became aware of the actions in Count 2 at a later date, she does not specify the circumstances which led to the late notification.

Therefore, the Commission finds that all allegations in Counts 1 and 2 should be dismissed as untimely.

Alleged Violations of the Act

Complainant submits that Respondent violated *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(b)*, *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(e)*, *N.J.S.A. 18A:12-24.1(f)*, *N.J.S.A. 18A:12-24.1(g)*, and *N.J.S.A. 18A:12-24.1(i)*, and these provisions of the Code provide:

a. I will uphold and enforce all laws, rules and regulations of the State Board of Education, and court orders pertaining to schools. Desired changes shall be brought about only through legal and ethical procedures.

b. I will make decisions in terms of the educational welfare of children and will seek to develop and maintain public schools that meet the individual needs of all children regardless of their ability, race, creed, sex, or social standing.

c. I will confine my board action to policy making, planning, and appraisal, and I will help to frame policies and plans only after the board has consulted those who will be affected by them.

f. I will refuse to surrender my independent judgment to special interest or partisan political groups or to use the schools for personal gain or for the gain of friends.

g. I will hold confidential all matters pertaining to the schools which, if disclosed, would needlessly injure individuals or the schools. In all other matters, I will provide accurate information and, in concert with my fellow board members, interpret to the staff the aspirations of the community for its school.

- i. I will support and protect school personnel in proper performance of their duties.

Pursuant to *N.J.A.C.* 6A:28-6.4(a), a violation(s) of *N.J.S.A.* 18A:12-24.1(a), *N.J.S.A.* 18A:12-24.1(b), *N.J.S.A.* 18A:12-24.1(c), *N.J.S.A.* 18A:12-24.1(f), *N.J.S.A.* 18A:12-24.1(g), and *N.J.S.A.* 18A:12-24.1(i) need to be supported by certain factual evidence, more specifically:

1. Factual evidence of a violation of *N.J.S.A.* 18A:12-24.1(a) shall include a copy of a final decision from any court of law or administrative agency of this State demonstrating that Respondent failed to enforce all laws, rules and regulations of the State Board of Education, and/or court orders pertaining to schools or that Respondent brought about changes through illegal or unethical procedures.
2. Factual evidence of a violation of *N.J.S.A.* 18A:12-24.1(b) shall include evidence that Respondent willfully made a decision contrary to the educational welfare of children, or evidence that Respondent took deliberate action to obstruct the programs and policies designed to meet the individual needs of all children, regardless of their ability, race, color, creed or social standing.
3. Factual evidence of a violation of *N.J.S.A.* 18A:12-24.1(c) shall include evidence that Respondent took board action to effectuate policies and plans without consulting those affected by such policies and plans, or took action that was unrelated to Respondent's duty to (i) develop the general rules and principles that guide the management of the school district or charter school; (ii) formulate the programs and methods to effectuate the goals of the school district or charter school; or (iii) ascertain the value or liability of a policy.
6. Factual evidence of a violation of *N.J.S.A.* 18A:12-24.1(f) shall include evidence that Respondent took action on behalf of, or at the request of, a special interest group or persons organized and voluntarily united in opinion and who adhere to a particular political party or cause; or evidence that Respondent used the schools in order to acquire some benefit for himself, a member of his immediate family or a friend.
7. Factual evidence of a violation of the confidentiality provision of *N.J.S.A.* 18A:12-24.1(g) shall include evidence that Respondent took action to make public, reveal or disclose information that was not public under any laws, regulations or court orders of this State, or information that was otherwise confidential in accordance with board policies, procedures or practices. Factual evidence that Respondent violated the inaccurate information provision of *N.J.S.A.* 18A:12-24.1(g) shall include evidence that substantiates the inaccuracy of the information provided by Respondent and evidence that establishes that the inaccuracy was other than reasonable mistake or personal opinion or was not attributable to developing circumstances.

9. Factual evidence of a violation of *N.J.S.A. 18A:12-24.1(i)* shall include evidence that Respondent took deliberate action which resulted in undermining, opposing, compromising or harming school personnel in the proper performance of their duties.

Count 3

In Count 3, Complainant asserts Respondent *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(b)*, *N.J.S.A. 18A:12-24.1(f)* and violated *N.J.S.A. 18A:12-24.1(i)* when he did not approve the Superintendent's request to attend the Military Impact Schools Association (MISA) conference. Respondent maintains Complainant did not provide "any factual evidence" to support the alleged violations and the overall Board voted not to approve the request.

After review, the Commission finds that there are insufficient facts and circumstances presented in the Complaint and the Written Statement to lead a reasonable person to believe that *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(b)*, *N.J.S.A. 18A:12-24.1(f)*, and *N.J.S.A. 18A:12-24.1(i)* were violated. Complainant has not produced a copy of a final decision from any court of law or administrative agency of this State demonstrating Respondent failed to enforce all laws, rules and regulations of the State Board of Education or a court order pertaining to the school as required by *N.J.S.A. 18A:12-24.1(a)*. In addition, Complainant has not shown how Respondent willfully made a decision contrary to the educational welfare of children, or evidence that Respondent took deliberate action to obstruct the programs and policies designed to meet the individual needs of all children, regardless of their ability, race, color, creed or social standing when he did not approve the Superintendent's request to attend a conference as required by *N.J.S.A. 18A:12-24.1(b)*. As for *N.J.S.A. 18A:12-24.1(f)*, the Commission notes that individuals who are married might naturally have similar beliefs. However, that on its own does not demonstrate that the individual or individuals took action, *on behalf of, or at the request of*, the special interest or political group, and as such, Complainant has not demonstrated that Respondent surrendered his independent judgment. Respondent's actions at the Board meeting, and whether those actions are similar to the beliefs of an organization he supports, do not establish that he took the actions at the request of the interest group. Lastly, as for *N.J.S.A. 18A:12-24.1(i)*, Complainant has not shown how the "no" vote was an attempt to undermine, oppose, compromise or harm the Superintendent in the proper performance of her duties. Accordingly, and pursuant to *N.J.A.C. 6A:28-9.7(b)*, the Commission dismisses the alleged violations of *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(b)*, *N.J.S.A. 18A:12-24.1(f)*, and *N.J.S.A. 18A:12-24.1(i)* in Count 3.

Count 4

In Count 4, Complainant asserts Respondent violated *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(f)*, and *N.J.S.A. 18A:12-24.1(g)* when the Board voted not to renew the Superintendent's contract at the January 21, 2025. Respondent counters that he did not vote on the Superintendent's contract.

Following its assessment, the Commission finds that there are insufficient facts and circumstances presented in the Complaint and the Written Statement to lead a reasonable person

to believe that *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(f)*, and *N.J.S.A. 18A:12-24.1(g)* were violated. As noted above, Complainant has not produced a copy of a final decision from any court of law or administrative agency of this State demonstrating Respondent failed to enforce all laws, rules and regulations of the State Board of Education or a court order pertaining to the school as required by *N.J.S.A. 18A:12-24.1(a)*. As for *N.J.S.A. 18A:12-24.1(c)*, as Respondent recused on the vote on the Superintendent's contract, Complainant has not shown what board action Respondent took. With regard to *N.J.S.A. 18A:12-24.1(f)*, Complainant has not shown what actions Respondent has taken on behalf of, or at the request of, a special interest group or persons organized and voluntarily united in opinion and who adhere to a particular political party or cause; nor has Complainant provided evidence that Respondent used the schools in order to acquire some benefit for himself, a member of his immediate family or a friend as he did not vote on the Superintendent's contract. Lastly, as for *N.J.S.A. 18A:12-24.1(g)*, Complainant has not provided evidence that substantiates that any information presented by Respondent during the meeting or related to the subject of the Superintendent's contract was inaccurate. Therefore, and pursuant to *N.J.A.C. 6A:28-9.7(b)*, the Commission dismisses the alleged violations of *N.J.S.A. 18A:12-24.1(a)*, *N.J.S.A. 18A:12-24.1(c)*, *N.J.S.A. 18A:12-24.1(f)* and *N.J.S.A. 18A:12-24.1(g)* in Count 4.

IV. Decision

In accordance with *N.J.S.A. 18A:12-29(b)*, and for the reasons detailed herein, the Commission hereby notifies Complainant and Respondent that the allegations in Count 1 and Count 2 are untimely filed; there are insufficient facts and circumstances pled in the Complaint and in the Written Statement to lead a reasonable person to believe that the Act was violated as alleged in Count 3 and Count 4 of the Complaint and, consequently, dismisses the above-captioned matter. *N.J.A.C. 6A:28-9.7(b)*.

The within decision is a final decision of an administrative agency and, therefore, it is appealable only to the Superior Court-Appellate Division. *See, New Jersey Court Rule 2:2-3(a)*. Under *New Jersey Court Rule 2:4-1(b)*, a notice of appeal must be filed with the Appellate Division within 45 days from the date of mailing of this decision.

Robert W. Bender, Chairperson

Mailing Date: October 28, 2025

***Resolution Adopting Decision
in Connection with C05-25***

Whereas, at its meeting on September 23, 2025, the School Ethics Commission (Commission) considered the Complaint and the Written Statement submitted in connection with the above-referenced matter; and

Whereas, at its meeting on September 23, 2025, the Commission discussed finding that any allegations in Counts 1 and 2 were untimely filed; and

Whereas, at its meeting on September 23, 2025, the Commission discussed finding that the facts and circumstances presented in the Complaint and the Written Statement would not lead a reasonable person to believe that the Act was violated, and therefore, dismissing the above-captioned matter; and

Whereas, at its meeting on September 23, 2025, the Commission reviewed and voted to approve the within decision as accurately memorializing its actions/findings from its meeting on October 28, 2025; and

Now Therefore Be It Resolved, that the Commission hereby adopts the decision and directs its staff to notify all parties to this action of its decision herein.

Robert W. Bender, Chairperson

I hereby certify that the Resolution was duly adopted by the School Ethics Commission at its public meeting on October 28, 2025.

Brigid C. Martens, Director
School Ethics Commission